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March 28, 2003

☞ Hand Delivered ☞

Re: Porgans & Associates, Inc., Comments to Notice of Preparation of Environmental Impact Report for the Monterey Amendment to the State Water Project Contracts (Including Kern Water Bank Transfer) and other Contract Amendments and Associated Actions as Part of a Proposed Settlement Agreement in Planning and Conservation League v. Department of Water Resources (DWR)

Attention: Ms. Dolores Brown

1 On behalf of its clients', Patrick Porgans & Associates (P&A), Inc., submit the following comments pertinent to the
2 *Notice of Preparation (NOP) of the Environmental Impact Report (EIR) for the Monterey Amendment to the State*
3 *Water Project (SWP) Contracts (Including Kern Water Bank Transfer) and other Contract Amendments and*
4 *Associated Actions as Part of a Proposed Settlement Agreement in Planning and Conservation League v. Department*
5 *of Water Resources.*

6 **Background Information**

7 *In 1994, DWR and certain representatives of the SWP contractors agreed to a set of principles known as the*
8 *Monterey Agreement, to settle long-term water allocations disputes, and to establish a new water management*
9 *strategy for the SWP. The dispute focused on the phrasing of Article 18 of the SWP contracts. Article 18*
10 *addresses the allocation of shortages to water supply, and particularly under what circumstances the initial*
11 *reductions to agricultural use should be imposed prior to reducing allocations to urban contractors. Article 18*
12 *(a) deals with temporary shortages that occur due to droughts and other temporary causes. Article 18(b) deals*
13 *with the possibility of specified types of permanent shortages of supply of project water. The Monterey Agreement*
14 *Statement of Principles, executed on December 1, 1994, resolved the allocation controversy by proposing*
15 *contract revisions to eliminate agricultural cutbacks and specifying that all project water was to be allocated in*
16 *proportion to contract amounts (as shown in Table A). The principles provided that the individual SWP contracts*
17 *would be amended to conform to the principles and CEQA compliance would begin to evaluate the potential*
18 *impacts of implementing the Monterey Agreement.*

19 *Ultimately, on September 15, 2000, the Third District Court of Appeal ruled that DWR had the statutory duty to*
20 *serve as Lead Agency in assessing environmental consequences of the Monterey Agreement. The appellate court*
21 *further held that the 1995 Monterey Agreement EIR failed to adequately analyze the impacts of deleting Article*
22 *18 (b) (the provisions for reallocation of water among contractors in the event of a define permanent shortage)*
23 *and directed that a new EIR be prepared. The court held the lack of an environmental analysis of eliminating*
24 *Article 18(b) deprived public agencies and the public of information essential to understanding the environmental*
25 *consequences of the provision's elimination, including the potential effect on land use planning decisions.¹*

¹DWR, Notice of Preparation of Environmental Impact Report for the Monterey Amendment to the State Water Project Contracts (Including Kern Water Bank Transfer) and other Contract Amendments and Associated Actions as Part of a Proposed Settlement Agreement in Planning and Conservation League v. Department of Water Resources, Feb. 27, 2003, p. 2.

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1 Project Description:

Basic objective of the proposed project is to improve the management of the SWP supplies and operations through the MA and other contract amendments associated activities as a part of a proposed settlement agreement in PCL v. DWR. The EIR will evaluate: (1) in accordance with the court decision, the potential environmental effects of implementing the MA to the SWP water contracts with respect to allocation of SWP supplies among contractors, certain use of SWP facilities, and other SWP operational matters to include financial matters as they may impact physical changes to the environment (Section 15131) of the CEQA guidelines; and (2) the potential environmental affects of additional action which may be implemented through the proposed settlement agreement referenced earlier.²

Please be advised that P&A's clients, are within the Feather River watershed, upstream and downstream of the SWP's Oroville Dam and Reservoir facilities, and have and continue to be adversely impacted by the ongoing operation of the SWP, resulting from the project's inherent water shortages and over-committed water deliveries. The impacts include but are not limited to socioeconomic, environmental, cultural and loss of prime agricultural land. The Monterey Agreement amendments (MA), as proposed, unless mitigated, will continue to exacerbate the adverse impacts sustained by P&A's clients. Therefore, it is essential that DWR's proposed EIR fully assess and mitigate those impacts in a manner that is consistent with CEQA requirements and DWR trust responsibilities, to wit, P&A provides a synopsis of the issues and submits the following comments and/or suggestions.

Probable Environmental Effects

The EIR will analyze resources that could be affected by the project, including but not limited to aesthetics, agricultural resources, air quality, biological resources, cultural resources, cumulative impacts, geology and soils, growth-inducement, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, utilities and service systems.³

Elimination of Article 18b of the Water Supply Contracts is Problematic and Potentially Detrimental to P&A's Clients Interests, Public Trust Resources, Sacred Burial Sites, Area of Origin Water Needs and Delta Water Quality Protections:

Based upon the DWR's past SWP operations track record, and its inherent conflict of interest as a water purveyor and public trustee, there is the real potential for DWR to make future SWP operational decisions to maximize project yield and water availability to meet contractors' demands, especially during dry years, that will cause irreparable socioeconomic, environmental and cultural damages to both public trust resources and private property. The impacts attributable to SWP shortages and DWR operational decisions are contained herein.

² Ibid., p. 3.

³ Ibid., p. 5.

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**1 Major Permanent Reductions in Total Entitlements Needs to Be Fully Considered and Assessed as an
2 Alternative:**

3 The historical operational of the SWP support the position that the inherent water shortage related impacts are
4 problematic; i.e, the less water that is in the system, and the greater the demand on the limited supplies create
5 proportional impacts. In essence, the proposed reduction in total annual entitlements, as provided for in the SWP
6 Water Supply Contracts, as stipulated in the MA are too small to make any significant difference on related
7 socioeconomic and environmental impacts.

8 The problems and impacts attributable to the over-committed SWP, considering the systems limitations, can
9 only be realistically be minimized by a significant permanent reduction in total annual entitlements, which is
10 provided for in Article 18(b) of the Water Supply Contracts.⁴ If it is DWR's intent to significantly reduce the
11 impacts associated with the SWP inherent water shortages, then any action to eliminate Article 18 (b) would be
12 extremely difficult, if not impossible to justify. In fact, it is the only legitimate way to resolve the shortages
13 associated with the over committed SWP; essentially, it was the original fail- safe mechanism to backstop shortages,
14 and the only sensible way to address the "paper water" conundrum. The paper water issue can only be resolved by
15 DWR taking a realistic approach to water reduction more in line with the existing systems capabilities. Albeit, if
16 DWR and its contractors eliminate 18 (b) for permanent water reduction, then they should also fully assess
17 the impacts to private and public resources, and provide the required mitigation throughout the entire Feather
18 River watershed and the Sacramento-San Joaquin Delta.

19 Recommendations and/or Potential Mitigation Measures:

20 DWR should consider the use of SWP "forth priority funds " as a means to finance the permanent reduction of total
21 SWP entitlements; providing that such an action is consistent with the California Water Resources Development Bond
22 Act, legislative mandates and related covenants. If such an action can be implemented, it would provide the
23 mechanism for a more realistic permanent water reduction, maintain the financial integrity of the SWP, and help to
24 minimize and/or mitigate the project's impacts on private property, sacred cultural sites and public trust resources.
25 In addition, if allowable, those same funds, which are predominately from the earned interest generated from the
26 California Water Fund, should also be explored for use in mitigating impacts attributable to the elimination of 18
27 (b) for watershed protection and enhancement and compensation for losses and/or damages to private and public
28 trust resources and indigenous people. Notwithstanding, to proceed with a token reduction in total entitlements
29 and/or elimination of 18 (b) needs to be fully assessed and all of the related impacts fully mitigated and compensated.

30 The SWP system deficiency (water shortages) appears to contribute to conflicting management decisions that are
31 advantageous to DWR and SWP contractors, but harmful and destructive to tribal, and public and private trust
32 resources. Specific examples of the adverse impacts associated with SWP water shortages and delivery needs,
33 include but are not limited to the following types of consequences:

⁴ DWR, *The California State Water Project, Water Supply Contracts*, Bulletin, No. 141, Vol. I, Nov. 1965, and as amended.

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- 1 ① Mismanagement of SWP water storage facilities, which conflict with federal rules and regulations;
- 2 ② Unauthorized use of flood storage space during critical periods to enhance water supplies;
- 3 ③ Endangerment of public property and lives downstream from Oroville Reservoir;
- 4 ④ Accelerated exposure of tribal ancestral burial grounds and other sacred objects, which DWR left
5 buried in the Oroville Reservoir fluctuation zone;
- 6 ⑤ Violation of water right/water quality standards imposed on DWR's water right permits for the SWP;
- 7 ⑥ Destruction of public trust resources (fish and wildlife), and/or
- 8 ⑦ Illegal export of water from the Area of Origin and Delta.

9 **Historical Documentation That DWR Acknowledged Inherent SWP Water Shortages 40 Years Ago:**

10 The inherent SWP water shortages were recognized as early as 1963, as referenced in DWR's Bulletin 132-63, which
11 states:

12 *In the operation of the State Water Project, Oroville and San Luis Reservoir will be operated in conjunction*
13 *with surplus flows in the Delta to develop an initial firm annual yield for delivery of 4,000,000 acre-feet. The*
14 *present surplus flows in the Delta will be diminished in the future, because of further development of water*
15 *in the area tributary to the Delta, particularly in the Sacramento River Basin. Therefore, additional water*
16 *supplies must be made available in the Delta, both to offset the effects of depletions resulting from increased*
17 *upstream development, and to meet export demands.*⁵

18 *Detailed operation studies of the Central Valley incorporating the foregoing estimates of future water uses*
19 *indicate that the yield of the initial conservation facilities will satisfy project water demands until about the*
20 *mid-1980's. At that time, an additional conservation facility, herein considered to be a project on the Middle*
21 *Fork Fel River, will be needed. This facility will develop about 800,000 acre-feet annually to meet*
22 *increasing water requirements up to the project yield of 4,000,000 acre-feet annually and to offset the effects*
23 *of depletions in the yield of the project expected to result from increased use of water in and above the Delta.*⁶

24 **SWP Inherent Water Shortages Compounded by Internal Conflicts Between Agricultural and Urban Contractors**
25 **Contributing to Impacts to Public Trust Resources, Sacred Cultural Sites, Area of Origin Needs and Private**
26 **Property Destruction and/or Losses:**

27 The inherent SWP water shortages were compounded by the internal conflicts between the project's urban and
28 agricultural water contractors pertinent to Delta protections and ability to pay for new water development. The

⁵ California Department of Water Resources, *The California State Water Project in 1963*, April 1963, p. 96.

⁶ *Ibid.*, p. 127.

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1 project's inherent shortcomings and internal conflicts have and continue to adversely impact public trust resources,
2 sacred cultural/burial sites, area of origin needs and private property losses and/or damages that have yet to be
3 fully assessed and/or mitigated.

4 *The measure of the SWP's delivery capability is founded on the concept of "firm yield" operation.*
5 *Defined in the water supply contracts as "minimum project yield," firm yield is the dependable annual*
6 *water supply that can be made available without exceeding specified allowable reductions in*
7 *agricultural deliveries during extended dry periods.*

8 *"The firm yield of existing SWP facilities is approximately 2.4 million acre-feet per year. Since 1987,*
9 *contractor requests for entitlement water have exceeded that amount (see Table 14.)"*

10 **Examples:** During the 1970s, three major SWP contractors filed lawsuits against DWR for releasing water
11 to protect Sacramento-San Joaquin Delta - impeding the development of additional water facilities to meet
12 anticipated SWP shortages, especially during drought periods.

13 For decades the agriculturalists (Boswell, Salyer et al), opposed water quality protection for the Delta, and
14 North Coast rivers, despite the fact that they agreed to Delta protections as SWP contractors. They
15 became involved in extended and protracted litigation against the DWR for releasing SWP water to meet
16 Delta water quality standards, during the late 1970s, and lost on all counts.

17 *Three cases challenge DWR's authority to make releases from stored water for Delta water quality control*
18 *that are larger than those needed for exporting water of suitable quality.*

19 *1. Berrenda Mesa Water Storage District v. Department of Water Resources, filed 9/10/76, Sacramento*
20 *Superior Court No. 262976, Injunction, declaratory judgment.*

21 *The complaint seeks to enjoin releases of water to the Delta above those that are required for operation*
22 *the SWP.*

23 *2. Tulare Lake Basin Water Storage District v. State of California, et al, filed October 19, 1976, Sacramento*
24 *County Superior Court No. 263582, Declaratory Relief, preliminary and Permanent Injunctions, undetermined*
25 *amount of damages.*

26 *On October 19, 1976, Tulare Lake Basin Water Storage District and Dudley Ridge Water District both*
27 *SWP water supply contractors, filed suit against DWR.*

28 *The complaint alleged that DWR had acted illegally in releasing water into the Delta that should have*
29 *been sold as surplus water.*

30 *3. Salyer Land Co. v. State of California, Department of Water Resources, filed 5/9/77, Sacramento County*
31 *Superior Court, No. 267012, \$3.7 million.*

32 *The suit was filed by Salyer Land Company against DWR on May 9, 1977; an amended complaint was*
33 *filed on July, 1977. The plaintiff company farms land in the service area of the Tulare Lake Basin Water Storage*
34 *District, a SWP contractor. The plaintiff alleges that it is a third party beneficiary of the water supply contract*
35 *between DWR and the Tulare Lake Basin Water Storage District, and that DWR's action allowing water to flow*

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1 out of the Delta in 1976 until present violated the terms of that contract.⁷

2 In operating the SWP, DWR is required to comply with the Delta water quality standards established
3 under the provisions of State land and the Federal Clean Water Act.⁸ (Section 13247 of the Water Code.)

4 **DWR Won Lawsuit Against SWP Contractors - Court Rules DWR Obligated to Release Water to Protect Delta:**

5 The most important State Water Project (Project) Court decision in nearly 20 years was handed down by the
6 Sacramento Superior Court in *Tulare Lake Basin Water Storage District v. State of California*. The action
7 was brought by Tulare and other Project contractors. The decision, which was in favor of the Department
8 of Water Resources on all counts, held that the Department did not breach its water supply contracts in 1976-
9 77, when it released stored water for salinity control in the Delta in compliance with the State Water
10 Resources Control Board (SWRCB) Basin Plans. In further finding that the Department acted under its
11 broad powers in its management of the Project, the Court has completely vindicated our past operational
12 actions in compliance with SWRCB orders. The Court further found that (1) the Delta Protection Act
13 requires the Department to provide an adequate water supply for the Delta that is not conditioned on
14 advance payment by Delta users; (2) the Porter-Cologne Act requires the Department to comply with water
15 quality control (basin) plans; and (3) the Burns-Porter Act did not create an exception for the Project. The
16 decision will make future Project operations considerably easier and should rest forever attempts by some
17 water contractors to deny Project obligations to protect the Delta.⁹

18 **DWR ILLEGALLY EXPORTED AND/OR IMPOUNDED \$29 MILLION OF WATER FROM DELTA TO PROVIDE WATER TO SWP**
19 **CONTRACTORS AND TO KEEP WATER CONTRACTORS SOLVENT - IN VIOLATION OF THE LAWSUIT IT SUCCESSFULLY**
20 **DEFENDED TO PROTECT DELTA WATER QUALITY:**

21 Ironically, subsequent to the lawsuit, DWR, under its succeeding director, David Kennedy, began to violate these
22 standards, by illegally impounding or diverting water designated to protect the Delta, as a means to make more water
23 available to SWP contractors. It is because of the intrinsic shortcomings of the project, the department resorted
24 to desperate, drastic, and illegal actions in an attempt to keep its agricultural contractors solvent. During 1991-92,
25 the department and the U.S. Bureau of Reclamation (USBR) unilaterally violated state and federal water quality
26 standards, and the terms and conditions of their respective water rights permits, by illegally diverting \$29 million
27 of water from the Bay/Delta Estuary. Their irresponsible actions have and continue to be at the expense and to the
28 demise to both private property and public trusts resources in the Delta, Suisun Marsh, and along the Feather River.

29 According to State Water Resource Control Board (SWRCB) data, DWR and the USBR committed hundreds of
30 violations of Delta and Suisun Marsh water quality standards, in 1991 and 1992, more than in all of the previous years

⁷ Department of Water Resources, *Delta Water Facilities*, Programs for: Delta Protection and Water Transfer, Water Conservation, Water Recycling, Surface and Ground Water Storage, July 1978, pp. 37, 38, and 39.

⁸ *Ibid.*, p. 36.

⁹ Department of Water Resources, *Bulletin 132-81, The California State Water Project - Current Activities and Future Management Plans*, November 1981, p. iii.

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1 combined, since the enactment of the Board's Water Right Decision 1486 (D-1485).¹⁰ In the process it illegally
2 stored and/or diverted approximately 300,000 acre-feet of water designated for Delta/Marsh water quality
3 protection, and made that water available to its SWP contractors, at the expense and to the demise of private
4 business and public trust resources.¹¹ The water was worth approximately \$29 million. During the drought years
5 record-breaking water exports occurred.

6 **Porgans, et al, Compelled State Water Resources Control Board to Hold Hearings on DWR's Delta Water**
7 **Quality Violations - Although Board Acknowledged the Violations, It Did Not Fine DWR for the Violations:**

8 In 1991, P&A formally notified the State Water Resources Control Board (SWRCB) of the excessive Delta water
9 quality violations committed by DWR and the USBR. In the ensuing year, P&A sent additional letters to the SWRCB
10 requesting that it take an enforcement action against its sister agency and the USBR for violating Water Right
11 Decision D-1485 water quality standards.¹²

12 On November 20, 1992, the SWRCB held a public hearing to discuss the D-1485 violations. Porgans presented
13 testimony before the Board at that time. (Refer to Appendix 30.) DWR and the USBR both admitted that they
14 violated the D-1485 standards, which the Board's staff documented; however, despite the facts presented at the
15 hearing, the SWRCB advised DWR and the USBR that it would not take an enforcement action against them for the
16 1991 and 1992 D-1485.¹³

17 **Group of Legislators Send Letter to SWRCB Expressing Their Deep Distress Over the Board's Failure to**
18 **Enforce D-1485 Water Quality Standards:**

19 *We are deeply distressed by the Board's recent failure to enforce water quality standards for the Sacramento-*
20 *San Joaquin Delta as required by Water Right Decision 1485. Salinity standards in D-1485 were violated*
21 *by the State Water Project and the Central Valley Project on 289 separate occasions in 1991 and 1992.*

22 *The basis for the Board's failure to enforce standards that protect public trust resources in the estuary was*
23 *not explained to the public. The California Department of Water Resources and the U.S. Bureau of*
24 *Reclamation were simply informed by your executive director, Mr. Walt Pettit, in a July 11, 1993 letter that*
25 *the Board would not take any enforcement action.*

¹⁰ SWRCB, Exhibit 19, Presented at the Board's Public Hearing: *Consideration of Compliance with Water Right Requirements for the Sacramento-San Joaquin Delta and Suisun Marsh*, November 20, 1992.

¹¹ SWRCB, Exhibit 20, Presented at the Board's Public Hearing: *Consideration of Compliance with Water Right Requirements for the Sacramento-San Joaquin Delta and Suisun Marsh*, November 20, 1992.

¹² Porgans' letter to Don Maughan. Chairman, SWRCB, Re: *Status of the Board's Progress to Take Enforcement Action Against the Department of Water Resources and the U.S. Bureau of Reclamation for Violations of D-1485 Standards in Water-Year 1991*, June 15, 1992.

¹³ Walt Pettit, Executive Director, letter to David Kennedy, Director, DWR, and Roger Patterson, Regional Director, USBR, Re: *Compliance During 1991 and 1992 With Water Right Decision 1485*, June 11, 1993.

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1 *Mr. Pettit's letter concluded that 'this matter is closed.' On the contrary, the question concerning*
2 *enforcement of water quality standards, which strikes to the heart of the Board's function as a regulatory*
3 *agency, is far from settled, and there are a number of troubling issues which need to be fully addressed by*
4 *the Board.*

5 *1. What findings of fact were made by the Board as to the impacts on beneficial uses caused by the 1991-2*
6 *violations? Did the Board's findings, if any, take into account the existing degraded condition of the*
7 *Bay/Delta environment?*¹⁴

8 **Porgans, et al, v Babbitt, et al, Litigation to Stop Government From Violating Delta Water Quality Standards**
9 **and Illegal Diversion:**

10 On December 7, 1993, subsequent to the Walt Pettit's letter of July 11, 1993, P&A et al, filed a lawsuit against both
11 the DWR and the federal government for illegally diverting water from the Bay/Delta Estuary.¹⁵

12 **UNAUTHORIZED STORAGE OF WATER IN THE DESIGNATED FLOOD STORAGE AREA CAN DEFEAT ITS PURPOSE:**

13 Utilizing the flood storage space for water conservation and simultaneously restricting flood water releases, on
14 certain occasions, can prove to be of benefit to DWR and its water contractors; however, when weather patterns
15 change, and runoff increases into the reservoir, DWR records prove that in the past it had to compensate for its
16 unauthorized encroachment by significantly increasing the overall amounts of flood water released from the
17 reservoir, and in so doing, extended the duration that these high flood flows were sustained, which exacerbates
18 property and crop damages downstream from the reservoir. P&A provided the USACE personnel with numerous
19 government documents to support this assertion. In fact, P&A provided the USACE's Environmental Resources
20 Branch with a copy of its *Preliminary Performance Report, Oroville Dam and Reservoir, California State Water*
21 *Project, Flood Control Laws, Flood Water Releases, Erosion and Channel Scouring*. DWR's operational records for
22 the SWP's Oroville facilities also indicate that on numerous occasions it failed to make the proper flood water
23 releases from the reservoir while encroached, primarily by restricting outflow when inflow where high and conversely
24 increasing flood releases at higher rates than inflow. That and other information were contained in the
25 aforementioned report, which also included a voluminous appendix report that provides all of the government data
26 to support the findings in that report. (A bibliography listing P&A's SWP and related reports are attached.)

27 **DWR ADMITS USE OF FLOOD STORAGE NEGATES FLOOD PROTECTION BENEFITS:**

28 *The use of flood storage space for other purposes, such as power generation or conservation storage, negates*
29 *the benefits derived from flood protection. When heavy storm runoff fills the reservoir's flood storage space, it*
30 *is tempting to release water slowly through the turbines than to quickly evacuate the space by additional*
31 *controlled releases which may be called for by the standard operating procedures. This practice could defeat the*

¹⁴ Senator Marks', et al, letter to John Caffrey, Chairman, SWRCB, July 12, 1993.

¹⁵ *Porgans, et al v. Babbitt, et al.*

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1 flood protection operation.¹⁶

2 DWR sold more water to its SWP contractors than the project is capable of delivering, especially in dry years.
3 The DWR's decision to illegally store more water in the designated flood storage space is highly profitable for
4 its contractors; it keeps water costs down and increases the contractors ability to repay their respective annual
5 repayment obligations, and in the past made large volumes of cheap surplus water available to contractors.
6 However, this practice has proven to be extremely deleterious to downstream property owners and public trust
7 (fish and wildlife) resources.

8 **Ongoing Desecration of Sacred Tribal Burial Sites:**

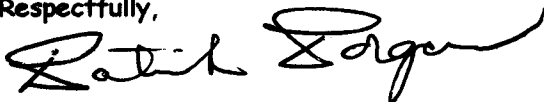
9 SWP demands continue to desecrate tribal burial sites and other sacred areas, which result from water demands
10 and fluctuating reservoir levels that expose tribal ancestral remains to vandalism, destruction and accelerated
11 rate of decomposition. Currently, Governor Davis has established a committee to assess the impacts on sacred
12 burial sites throughout the State of California, and ways to mitigate the impacts.

13 **Watershed Protection Funds:**

14 The proposed "Settlement Agreement" establishes a "Trust Account" for "watershed restoration projects," in
15 Plumas County, P&A respectfully suggest that the concept of funding for watershed restoration projects also
16 include areas within Butte County.

17 Time does not permit me to go into all of P&A's clients concerns, and/or to provide the level of detail pertinent
18 to the clients' related losses and/or damages. Nevertheless, P&A would appreciate DWR's considerations of the
19 comments, concerns and/or recommendations contained herein, and respectfully request that they be included
20 as a part of the EIR where appropriate. Thank you for your time and interest.

Respectfully,



Patrick Porgans

fnl:2/montagree/comments

cc: Interested Parties

Attachments

¹⁶California Department of Water Resources, Bulletin 199, *California Flood Management: An Evaluation of Flood Prevention Program*, September 1980, p. 33.

Porgans & Associates

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Bibliography

Representative list of Porgans & Associates (P&A's) studies/reports/projects since 1978.
Additional listings dating from 1970 to present are available.

- P&A, 2001. *Summary Report, Examination of the Record: Mustards Grill and Cosentino Winery Wastewater Treatment and Disposal System, Summary of Findings/Fact. Request for Napa County to Exercise Its Regulatory and/or Prosecutorial Discretion to Compel Compliance and Abate the 13-Year-Old Permit Conflicts and/or Violations Resulting from the Wastewater Treatment and Disposal System.*
- ___ 2000. *Phosphate Mining in Northwest United States, Selenium Mobilization-Contamination-Poisoning, an Unknown Risk or a Government Sanctioned Time-Bomb?*
- ___ 1999. Fact-Finding ☐ Report, *Natural and Government Induced Factors and Projects Identified with Flood Damages and Property Losses Sustained By J.E.M. Farms, in the Lower Feather River Basin, Below Oroville Dam.*
- ___ 1998. Final ☐ Report, *Santa Cruz County, Timber Harvest Assessment, Cost-Benefits-Impacts.*
- ___ 1997. Feather River Watershed. Preliminary ☐ Assessment. *Government Bathymetric Studies Documenting Sediment Deposition At Lake Oroville and Geomorphological Changes Within the Feather River Watershed, Above and Below Oroville Dam.*
- ___ 1997. *Comments of the Plumas County Board of Supervisors to the Department of Water Resources Concerning the State Water Project Supplemental Water Purchase Program, Draft Environmental Impact Report.*
- ___ 1997. Preliminary ☐ Assessment: *Feather and Yuba River Water Basins - Watershed Conditions and Government Activities Leading Up to the 1996-97 Floods.*
- ___ (Pending completion.) *California's Agricultural Drainage Dilemma, Taxpayers Subsidizing Destruction of Public Trust Resources, Citizens Action to Resolve the Deadlock.*
- ___ 1997. *California State Water Resources Control Board's Failure to Protect the Waters of the State.*
- ___ (Pending completion.) *Crisis in the Promised Land, California's Self-Induced Water Crisis.*
- ___ 1997. Appendix ☐ Report, Vol. IV, *Identifying Sources of Funds to Protect Private Property and Public Trust Resources Within the Feather River Basin - Watershed.*
- ___ 1996. Final ☐ Report, Vol. III, *Identifying Sources of Funds to Protect Private Property and Public Trust Resources Within the Feather River Basin - Watershed.*
- ___ 1996. Appendix ☐ Report, Vol. II: *Feather River Enhancement Project: Plan to Protect Private Property and Public Trust Resources, Status Report Plan of Action.*
- ___ 1996. Final ☐ Report, Vol. I: *Feather River Enhancement Project: Plan to Protect Private Property and Public Trust Resources, Status Report Plan of Action.*
- ___ 1996. Initial ☐ Inquiry, *Into the Regulatory and Fiduciary Relationship Between the U.S. Army Corps of Engineers and the California Department of Water Resources: To Ascertain If Their Relationship Presents an Unnecessary Risk to the Public.*
- ___ 1995. *One-Hundred Year Chronology of California's Self-Induced Agricultural Drainage Problems.*
- ___ 1994. Draft: *State of the State Water Project, Supply, Demand, Financing and Management, Independent (Pro Bono) Report, Prepared for the California Senate Committee on Agriculture and Water Resources.*
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